

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61696-CIV-SINGHAL

STARBOARD YACHT GROUP LLC,

Plaintiff/Counter-Defendant

vs.

M/V OCTOPUSSY, a 1988 Heesen built 143-ft. motor yacht,
Registry No. JMP15060 her engines, tackle, boats, gear,
Seakeepers, appurtenances, etc. *in rem*, and
CONTESSA MARINE RESEARCH LLC, *in personam*

Defendants/Counter-Plaintiff

SHM LMC, LLC, d/b/a Lauderdale Marine Center,

Intervening Plaintiff

vs.

M/V OCTOPUSSY, a 1988 Heesen built 143-ft. motor yacht, Jamaica
Registry No. JMP15060 her engines, tackle, boats, gear, Seakeepers,
appurtenances, etc. *in rem*, \$400,000 held as security in escrow
for the release of the M/V OCTOPUSSY, *in rem*, and
CONTESSA MARINE RESEARCH LLC, *in personam*

Defendants

SHM LMC, LLC, d/b/a Lauderdale Marine Center,

Cross-Plaintiff

vs.

STARBOARD YACHT GROUP LLC,

Cross-Defendant.


ORDER

THIS CAUSE is before the Court on Plaintiff, SHM LMC, LLC d/b/a Lauderdale Marine Center's Renewed Motion to Enforce Settlement Agreement Against Starboard Yacht Group, LLC ("Starboard") (the "Motion") (DE [242]). Starboard's response was due on September 19, 2025, but Starboard has not responded. Having considered the Motion and exhibits submitted for *in camera* review, and being otherwise fully advised in the premises, it is hereby **ORDERED AND ADJUDGED** that:

1. SHM LMC, LLC and Starboard Yacht Group, LLC entered into a Confidential Settlement Agreement and Mutual Full and Final General Release of All Claims on February 6, 2025, where both parties agreed to dismiss and release claims against each other, and Starboard Yacht Group agreed to pay SHM LMC \$238,483.55.
2. A few weeks later, Starboard Yacht Group requested to amend the Settlement Agreement and pay 50% at the time and 50% later. SHM LMC agreed, and Starboard Yacht Group paid SHM LMC \$119,250.00, with the remainder due by May 19, 2025.
3. At the time of this Order, Starboard Yacht Group still has not paid any of the remaining \$119,233.55, despite SHM LMC's repeated outreach, including multiple offers to accommodate with various payment schedules.
4. Starboard Yacht Group has breached the Settlement Agreement.
5. The Motion (DE [241]) is **GRANTED**.
6. Starboard Yacht Group is **ORDERED to pay SHM LMC the remaining \$119,233.55 within 30 days**.

7. If Starboard Yacht Group does not pay SHM LMC the remaining \$119,233.55 balance within 30 days, **this Court will enter a Final Judgment** awarding SHM LMC \$119,233.55 against Starboard Yacht Group.
8. SHM LMC may file a motion to recover reasonable attorney's fees pursuant to Local Rule 7.3 and ¶ 18 of the Settlement Agreement.
9. SHM LMC shall file under seal the Settlement Agreement, accompanying email chain, and email chain attached to this Motion (DE [241-1]), that were submitted to this Court for *in camera* review.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 24th day of September 2025.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF